

Sewerage and Water Board of New Orleans
REQUEST FOR PROPOSALS

#2022-SWB-18

Financial Consultant



Proposal Due Date: June 3, 2022

Proposal Due Time: 11:00 p.m. CST

SEWERAGE AND WATER BOARD OF NEW ORLEANS
REQUEST FOR PROPOSALS
#2022-SWB-18 - Financial Consultant

The purpose of this Request for Proposal (RFP) is to establish a contractual relationship with an experienced and qualified financial advisory firm specializing in government and Water and Wastewater (Water utility) matters to provide capital finance, accounting and related consulting services to SWBNO in the most efficient and cost-effective manner. The scope of services in this RFP will require the selected firm to have extensive experience with financing plans and budget consultation for government and Water Utility agencies to maximize limited sources of revenues.

RFP will be available **April 29, 2022** for download at the following website:

SWBNO: https://www2.swbno.org/business_bidspecifications.asp

LAPAC: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

Inquiries and/or Requests for Clarification are due to **Shelita Sells on May 17, 2022 no later than 11:00 p.m. CST.** via in writing or email to ssells@swbno.org. All responses will be posted by **May 23, 2022 no later than 5:00 p.m. CST.**

A **mandatory pre-submittal conference** for this RFP will be held on **May 13, 2022 @ 11:00 a.m. CST** in the Executive Boardroom (2nd Floor) at **625 St. Joseph Street, New Orleans, LA. 70165**, or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,210917322#](#) United States, New Orleans

Phone Conference ID: 210 917 322#

At this meeting, staff will discuss the scope of work, proposal requirements and respond to questions from the attendees.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **June 3, 2022 at 11:00 p.m.** local time. For submission instructions, see proposal documents.

The Sewerage & Water Board of New Orleans (SWBNO)
Attn: Shelita Sells - Procurement Department
625 St. Joseph Street, Room 133
New Orleans, LA 70165

LATE PROPOSALS WILL NOT BE ACCEPTED

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REQUEST FOR PROPOSALS

Financial Consultant

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The purpose of this Request for Proposal (RFP) is to establish a contractual relationship with an experienced and qualified financial advisory firm specializing in government and Water and Wastewater (Water utility) matters to provide capital finance, accounting and related consulting services to SWBNO in the most efficient and cost-effective manner. The scope of services in this RFP will require the selected firm to have extensive experience with financing plans and budget consultation for government and Water Utility agencies to maximize limited sources of revenues. The Prospective Firm should have knowledge of the National Association of Regulatory Utility Commissioners (NARUC), which is the basis of SWBNO's Financial Statement presentation for the Board of Directors and the Public. Additionally, the selected firm will be required to provide advisory support to the Sewerage and Water Board of New Orleans by reviewing current and prior year financial information, evaluating financial systems and assisting in preparing financial modeling and analysis designed to assist managers in operating the utility, rebuild an aging infrastructure, meet reporting requirements and provide transparency to the public.

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Proposal Content.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFQ shall be directed to **Shelita Sells, Procurement Analyst**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2185**, ssells@swbno.org.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to ssells@swbno.org no later than timeline stated in the **Anticipated Proposal Timetable**. Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on Board's website, and issued prior to the RFP's Delivery Deadline. The Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.4 Questions and Answers

A **mandatory pre-submittal conference** for this RFP will be held on **May 13, 2022 @ 11:00 a.m. CST** in the Executive Boardroom (2nd Floor) at **625 St. Joseph Street, New Orleans, LA. 70165**, or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,210917322#](#) United States, New Orleans

Phone Conference ID: 210 917 322#

At this meeting, staff will discuss the scope of work, submittal requirements and respond to questions from the attendees. As the Board staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested firms send a representative to the pre-submittal conference.

Inquiries and/or Requests for Clarification are due to Shelita Sells, **on May 17, 2022 no later than 11:00 a.m. CST**. Inquiries may be either in writing or via email to (ssells@swbno.org). All responses will be posted by **May 23, 2022 at 5:00 p.m. CST**. Do not contact other SWBNO program personnel with questions regarding this RFP.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on SWBNO's website, and issued prior to the RFP's Delivery Deadline. The Proposers shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal either courier/mail service or via email.

Ways to submit a response:

Hard Copy Submission:

- (1) Signed hardcopy of the proposal in a sealed envelope

Marked **2022-SWB-18-Financial Consultant** and

- (1) Digitally signed proposal on a Flash Drive in a PDF format

To:

The Sewerage & Water Board of New Orleans
Attn: Shelita Sells - Procurement Department

625 St. Joseph Street, Room 133
New Orleans, LA 70165

Mail or courier: Proposer remain responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

Electronic Submission:

(1) Digitally signed proposal in searchable PDF format to bids@swbno.org

Subject Line:

“2022-SWB-18-Financial Consultant – [Proposer Name]”. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of #” included at the end of each original Subject Line (e.g. RFQ# marked **“2022-SWB-18-Financial Consultant – [Proposer Name] – Part 1 of 3”**).

Email: If the Proposer intends to submit the response by email, the date and time of the email received by the Procurement Dept. constitutes the time stamp of receipt. The date and time of the email sent by Vendor does NOT constitute a proof of receipt. The Procurement Dept. encourages Vendors to confirm that the response was received timely.

Board assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Fax submission will not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

Proposers must complete all required attachments and submit along with proposal submission. Failure to complete and submit the required documents and attachments may result in your proposal deemed non-responsive.

Proposals should clearly demonstrate the Proposer’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

All proposals must be received by Board on or before the Delivery Deadline. Proposals delivered after the said deadline will not be accepted.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by SWBNO prior to the proposal due date and time. All changes and addenda must meet all

requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to SWBNO prior to the proposal due date and time.

The Board reserves the right to reject any and all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication:

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board's staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time with any Board employee or elected official regarding matters not concerning this RFQ. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership:

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

1.9 Effect:

This RFP and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFQ. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

1.10 Errors or Omissions:

The Board will not be liable for any error in any proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Board or the Respondent. The Board, at its option, has the right to require clarification or additional information from the Respondent.

1.11 Cost of Preparation:

The Board is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for

oral presentations, and any other expenses incurred by the Respondent in responding to the RFQ are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Board.

1.12 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in SWBNO's RFP process; however, SWBNO reserves the right to deviate from this schedule.

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	April 29, 2022	
Pre-submittal meeting	May 13, 2022	11:00 a.m.
Deadline for SWBNO receipt of written questions from prospective proposers	May 17, 2022	11:00 a.m.
Responses to questions/clarification	May 23, 2022	5:00p.m.
Proposal due date and time	June 3, 2022	11:00 p.m.
Evaluation Committee meeting, open to public	TBD	TBD
Board approval of evaluation committee recommendation	TBD	During Board Meeting, begins 9 am

PART II. GENERAL INFORMATION

2.1 Overview of the SWBNO

The SWBNO operates and maintains infrastructure through Orleans Parish to provide safe drinking water to support fire protection and the public health of all residents, improve sewerage collection services to support public safety and sanitation, and more effectively collect and convey stormwater out of the City of New Orleans to reduce the risk from flood events. The SWBNO remains diligent in improving public safety for the citizens of New Orleans continuously at a reasonable cost to the community.

2.2 Services to be Provided

The scope of services in this RFP will require the selected firm to have extensive experience with financing plans and budget consultation for government and Water and Wastewater (Water Utility) agencies to maximize limited sources of revenues and execute on extensive capital expenditures needed. Additionally, the selected firm will be required to provide advisory support by reviewing current and prior year financial information, evaluating financial systems and assisting in preparing financial modeling and analysis designed to assist managers in operating the utility, rebuild an aging infrastructure, meet reporting requirements, maintain budget controls by assisting and training staff to monitor revenues and other sources of funds to spending of those funds for Operating and Capital Project spending, and provide transparency to the public.

These tasks will be assigned by the Executive Director or the Chief Financial Officer and may include but not limited to:

- Examining cash flow and other reports and providing professional advice on how to improve their usefulness and accuracy.
- Examining monthly NARUC Financial Statements and helping staff and the Board to analyze the Year to Date and Prior Year to Date comparisons including Budget to Actual comparisons.
- Examining future capital spending needs identified by operations and develop prudent long-term capital financing options for consideration and analysis by management and the Board of Directors.
- Examining documents provided to demonstrate bond coverage and other financial ratios, helping the Board verify and describe each input element and the resulting calculation.
- Assist the Board with improving bonding capacity by designing prudent strategies for long term financing and interacting with key parties such as rating agencies and stakeholders.
- Reviewing the Board's Operating and Capital budget information in conjunction with each task to improve the overall efficiency and effectiveness of the budgeting processes.
- Assisting with explaining the source and composition of various financial calculations as well as key financial drivers used to report the Board's financial position and results of operations.
- Collaborate with Board staff and other outside bodies as required.
- Attend meetings and make presentations on findings and recommendations as requested.

- Forecast immediate revenue needs and work with management to develop improved processes on forward looking financial information used in managing the Utility.
- Develop policy options to align needed and projected revenues.
- Assist with effective education and communication.
- Develop a baseline multi-year financial forecast.
- Inform and improve agency financial practices by sharing best practices of the utility industry.
- Assist with the Board with proper levels of staffing, experience and qualifications to perform distinguished financial consulting advisory services.
- Provide periodic training (Virtual and/or In-Person) to Staff and Board to retain the expertise provided through the above-mentioned services so that the staff can take on some of the responsibility in house.

2.3 Contract Terms and Compensation

The contract period is one (1) year with 4 (1) year renewals and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed.

2.4 Payment

The SWBNO shall pay the vendor in accordance with the contracted prices. The vendor will invoice the agency monthly (or at such time as a task order has been delivered or placed into production) at the billing address designated by the agency. Payments will be made by the Agency within approximately forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Chief Financial Officer or his designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

All reports, surveys, tables, charts, diagrams, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the SWBNO. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with the SWBNO. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the SWBNO.

2.6 Insurance Requirements

The vendor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the vendor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and

commissions, and volunteers. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the vendor or sub-vendor's employees to enter the Board's facilities or job sites, a senior employee of the vendor and/or any sub-vendor will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

The vendor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from the vendor. The vendor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, the Vendor shall make applicable insurance policies available for review by the Board. The vendor shall retain its rights to restrict disclosure of the vendor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by the vendor during the entire term of the Contract:

a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less

than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.

d) ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE,

whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive “negligent act, negligent error, or negligent omission” clause, and sufficient to protect the vendor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the vendor’s negligent performance of work described herein.

In addition, the vendor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the vendor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for the vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the vendor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. The vendor and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. The vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event the vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the vendor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to the vendor.

2.7 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the vendor, including its records of any sub-vendor(s) employed on the contract. Such records shall be made and kept by the vendor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Vendors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.8 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself as described below in the Louisiana Revised Statute 44:3.2.D.(1). SWBNO will be free to use all information in the Vendor's proposal for SWBNO's purposes. Vendor proposals shall remain confidential until SWBNO's Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to SWBNO may be subject to public disclosure under SWBNO's confidential act.

Louisiana Revised Statute 44:3.2 D.(1) All records containing proprietary or trade secret information submitted by a developer, owner, or manufacturer to a public body pursuant to Subsection A, B, or C of this Section shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION". The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information.

2.9 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than SWBNO.

PART III. PROPOSAL CONTENT

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of the SWBNO's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

3.2 Instructions to Proposers

Proposals must be prepared in English on 8 ½ x 11-inch paper with tabbed indexes separating the following eight (8) completed sections in the following order.

3.2.1 Cover Sheet

Complete the proposal cover sheet (**Attachment B**). **Proposals lacking a cover sheet shall be disqualified.**

3.2.2 Table of Contents

3.2.3 Approach and Methodology

Proposals should include a Table of Contents to facilitate locating the information included. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the SWBNO.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- Define its strategy for project team organization and task assignments.
- Define its approach to identifying issues, the tracking mechanism used to track issues through to the issue resolution, and the process to develop recommendations for resolutions. Topics addressed should include:
 - Issue identification
 - Issue tracking
 - Issue review and prioritization
 - Issue analysis
 - Recommendation for issue resolution

- Issue escalation
- Explain how individual task and services requested by the SWBNO will be performed (this should take into account project phasing, prioritizing, documentation, use of tools, technologies, etc.)

3.2.4 Company Background and Experience

In this section of the proposal, each Proposer should describe successful company experience that is relevant to the proposed tasks listed in Section 2.2, *Services to be Provided*. Both government and privately sponsored work may be included. Experience in or around the Greater New Orleans area is preferred, please include if applicable.

Each proposer should describe projects undertaken by their company during the past three (3) years. Experience gained through joint ventures by their company may be included only if the company sponsored the joint venture. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience should be submitted. For each listed project, the proposer should provide:

- (1) The name and address of the client
- (2) The name and telephone number of the client's contact person;
- (3) The starting and ending dates of the project (contract term);
- (4) Response time;
- (5) The total dollar amount of the project; and
- (6) A brief description of the project.

Each proposer may include as many entries as they desire; however, only complete entries shall be considered. Because the SWBNO may contact a representative sample of the listed clients as references for the proposer during the evaluation process, the proposer should verify that all client telephone numbers are current.

Company Information

- a. The proposal should state the size of the firm, the size of the firm's utility financial advisory staff, the location of the office from which the work on this engagement is to be performed and the number of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis. Also, the company's experience in the project area and in similar areas should be stated.
- b. If the proposer is a joint venture or consortium, the qualifications of each proposer comprising the joint venture or consortium should be separately identified and the firm that is to serve as the financial advisory staff should be noted.

3.2.5 Personnel Qualifications and Experience

In this section, each proposer should describe the qualifications and experience of all key personnel assigned to this project. Résumés, including education, background, accomplishments, and any other pertinent information must be included for each to document the following areas:

- Managing and performing Hazardous Spill remediation to include containment, cleanup, disposal services, and reporting
- Familiarity with equivalent processes should be described, giving examples of recent projects
- Performing site remediation and closure feasibility assessments
- Experience on the uses of alternative or innovative technologies
- Proven ability.

3.2.6 Attachment D - Disadvantaged Business Summary Sheet (Along with Correspondence from DBEs and/or other requirements – See Attachment A for details)

3.2.7 CPA License for the Key Project Manager

3.2.8 Training

3.2.8.1 The proposer should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The proposer should also indicate how the quality of staff over the term of the agreement will be assured.

3.2.8.2 Engagement partners, managers, other supervisory staff and specialist may be changed if the personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Sewerage and Water Board of New Orleans. However, in either case, the Sewerage and Water Board of New Orleans retains the right to approve or reject replacements. Consultants and firm specialist mentioned in response to this request for proposal can only be changes with the express prior written permission of the Sewerage and Water Board of New Orleans, which retains the right to approve or reject replacements.

3.2.8.3 Other advisory personnel may be changed at the discretion of the proposer provided that the replacements have substantially the same or better qualifications or experience.

3.2.9 Proposer Rate Sheet

3.2.9.1 Key Personnel assigned to project by hourly rate

3.2.9.2 Any additional cost for services

3.2.10 Attachment C - References

3.2.11 Attachment E – Conflict of Interest Disclosure Affidavit

3.2.12 Attachment F – Corporate Resolution

Proposers not submitting the required documents and attachments may result in your response being deemed non-responsive.

3.3 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound. Pages of the technical proposal should be numbered consecutively, and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

The Selection Committee will first evaluate the proposals on the basis of qualitative criteria rather than quantitative price. The members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria.

4.2 Technical Evaluation

SWBNO will select a Proposer generally according to the procedures described in Policy Memorandum No: 95. The Selection Committee will first evaluate and score responsive RFP Responses on the criteria listed below and provide an assessment of that score. A composite scoring approach will be utilized, in which scores from each Committee member will be averaged in each category in order to score the proposals out of the possible 100 points, per Project Group and Services identified. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

A. Technical Criteria:

1. Approach and Methodology **30 points**
2. Company Background and Experience **30 points**
3. Personnel Qualifications and Experience **25 points**
4. Economic Disadvantage Business Enterprises Requirement **10 points**

4.3 Price Evaluation

Price proposals must be submitted in a separate envelope or file (if emailed) marked “Price Proposal”. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal:

Proposers who submit cost according to the Proposal Instruction Requirements will receive: **5 points**.

4.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee.

During the review of any proposal, the Selection Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals;
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation

4.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

4.6 Right to Reject Proposals

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Sewerage and Water Board of New Orleans and the firm selected.

The Sewerage and Water Board of New Orleans reserves the right without prejudice to reject any or all proposals for just cause.

ATTACHMENT A
POLICY TO ENHANCE THE USE
OF

DISADVANTAGE BUSINESS ENTERPRISE (DBE) VENDORS

Disadvantaged Business Enterprise Policy

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. The prime vendor shall be required to make a demonstrated good faith effort to award (35%) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract.** The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime vendor, after having demonstrated a good faith effort, is unable to comply with the requirement.

DEMONSTRATED GOOD FAITH EFFORTS

Before receiving an award of the contract, the vendor must meet the DBE goals or prove that he/she has made a demonstrated good faith effort. To determine whether a particular contract bidder has made demonstrated good faith efforts to reach the DBE participation goal, the Board and its staff will consider the following:

- a.** whether the vendor attended all pre-bid meetings that may have been scheduled by the Board to inform DBE firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE firms;
- b.** whether the vendor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the sub-vendors reasonable time to respond;
- c.** whether the vendor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively;
- d.** whether the vendor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;

- e. whether the vendor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);
- f. whether the vendor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- g. whether the vendor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- h. if the vendor did reject a DBE as unqualified, the vendor must state his or her reason for doing so in writing;
- i. whether the vendor has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- j. whether the vendor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - (1) names, addresses, telephone numbers of DBEs that the vendor contacted,
 - (2) a description of information provided to those DBE firms, and
 - (3) a statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs’ price exceeded that of non-DBEs.

1. Policy:

It is the policy of the Board that DBE firms, as defined in the Board’s Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board’s publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this Professional Service and/or Goods and Service contract.

2. DBE Obligation:

The Board and its vendors agree to ensure that DBEs, as defined in the Board’s Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity

to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, vendors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

3. Utilization of DBE Vendor Listings:

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for **Goods & Services/Professional Services**, in their selection of DBE entities to meet DBE participation goals. **Bidders are required to utilize DBE's as service providers or suppliers only in the areas for which they are certified. A description of the areas of work that DBE's can provide is contained in these vendor listings.** In addition, an alphabetical list of vendors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. **Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the sub-vendor to meet the DBE goal. The prime vendor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.**

4. Contacting DBE's and Obtaining a Firm Price

All prime vendors are required to contact DBE's and obtain a firm price before listing the DBE's on the Participation Summary Sheet. As confirmation of established contact, bidder will include with their Participation Summary Sheet submission a signed correspondence from the SLDBE sub-vendor on their own letterhead that reaffirms negotiated terms such as scope of work and monetary compensation.

5. Failure to Comply with DBE Bid Specifications:

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.

6. Failure to Carry Out DBE Policy:

All bidders, potential vendors, or sub-vendors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

7. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, unless:

- a.** An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and
 - (3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.
- b.** Each of the assertions made by the bidder must be supported by documentary evidence.

8. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the vendor, or the time required for completion of the contract.

9. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents

thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

10. Contract Monitoring:

- a.** The Board's DBE Office will monitor vendor during the operation of the contract to ensure that the vendor meets all of its DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of vendor compliance.
- b.** Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of vendors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Vendors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the vendors' activities in meeting the required Disadvantaged Business Enterprise participation goal. Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to vendor and sub-vendor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the vendor and sub-vendor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the vendor or Disadvantaged Business Enterprise sub-vendor participant. Vendors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, vendors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, vendors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where sub-vendors exist and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime vendor), the vendor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The vendor consents to such appropriate actions taken to ensure that prime vendors and sub-vendors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the vendor's compliance;
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the vendor's compliance;
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime vendor to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime vendors. Documentation of noncompliance will include the specific areas in which the vendors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Vendor's Duties

a. Record Keeping

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

b. Failure to Comply with EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

Failing to meet the percentage participation requirements as set out in the contract documents.

Failing to use certified EDBP vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).

Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as vendors:

Failure to submit quarterly report and any other necessary reports timely and adequately as required by the EDBP Office.

Failure to grant access to vendor/sub-vendor records by EDBP Office personnel, and

Failure to allow on-site investigations and visits, etc.

Failing to report the removal or termination of a certified EDBP vendor/sub-vendor.

Failing to secure authorization for replacement of certified EDBP sub-vendors from the Director of the Economically Disadvantaged Business Program.

In Lieu of termination the Board, through the EDBP Office, may impose the following penalties:

Withhold from the vendor in violation up to 10% of all future payments due to the vendor, until such time as the violations have been corrected.

Withhold from the vendor in violation, all future payments until such time as the violations have been corrected.

c. Sub-Vendor Clause

All bidders and potential vendors must assure the Board that they will include the above clauses in all agreements, which offer further sub-vendor opportunities.

d. Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith efforts to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

e. Restrictions on DBE Subcontracting

No **DBE** vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a Non-Board certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE**'s available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** vendors are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime vendor in meeting **DBE** contractual obligations.

f. Changes in DBE Participation

The prime vendor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the prime vendor in meeting DBE contractual obligations.

16. POLICY TO ENHANCE THE USE OF DBE VENDORS

All vendors are encouraged to identify and use S&WB certified **DBE** vendors to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

The Sewerage and Water Board has a long-standing commitment to fairness and equal opportunity in hiring and contracting. As such, the workforce of vendors is encouraged to be representative of a diverse population. Achievement of the full benefits of diversity will only come when an attitude of inclusion is adopted.

The Sewerage and Water Board believes that developing such a policy would be a positive step to increase the dollar value of contracts awarded to **DBE** vendors and sub-vendors.

17. ACCESS TO APPROVED VENDOR LISTS

The current listings of vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water Board external Website, WWW.SWBNO.ORG.

Attachment B
Proposal Cover Sheet

Sewerage and Water Board of New Orleans
Request for Proposals
“2022-SWB-18 Financial Consultant”

Proposals will be received until (11:00) AM, Local Time on June 3, 2022 to the Procurement Department RM 133 at 625 St. Joseph St., New Orleans, LA 70165. After (11:00) A.M. of the same day and date, proposals will be publicly opened and read.

PROPOSAL OF _____

ADDRESS _____

DATE _____

Procurement Department

Attention: Shelita Sells, Procurement Analyst, ssells@swbno.org

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

2022-SWB-18 Financial Consultant

as set forth in the following Contract Documents:

1. Notice to Proposers
2. Proposal Forms with Attachments
3. Agreement
4. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to The Board all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from The Board.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed and shall be diligently prosecuted at such rate and in such manner as, in the opinion of The Board's

Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

References

Submit this form with your RFP. Proposers must include with their proposal, a minimum of three (3) references where the bidder provides similar services to the services described herein. References must include contact names and telephone numbers.

[illegible]

Attachment D

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 35%

Contract Name: 2022-SWB-18 Financial Consultant

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Percentage of Work to be Performed

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF RFQ SUBMISSION, ALONG WITH SIGNED CORRESPONDENCE FROM SLDBE(s) ON THEIR LETTERHEAD REAFFIRMING NEGOTIATED TERMS. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.

NOTE: Signature required even if judged NOT APPLICABLE by the BIDDER

Prime Representative Name: _____

Print Name

Prime Signature: _____

Signature

Prime Company's Name: _____

Date: _____

Prime Address: _____

E-mail: _____

Telephone Number: _____

Attachment E

SEWERAGE AND WATER BOARD OF NEW ORLEANS

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and
appeared _____ who, being first duly sworn, deposed and said that:

He/She is the _____ and authorized representative of
_____, hereafter called "Proposer."

The Proposer hereby confirms that a conflict(s) of interest **exists /does not exist/may exist** (**circle one**) in connection with this solicitation which might impair Proposer's ability to perform if awarded the contract, including any familial or business relationships that the Proposer, the proposed sub-vendors, and their principals have with the Board officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Proposer Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ **DAY OF** _____ **20**_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

Attachment F

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“SWBNO”).

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Procurement Director of SWBNO, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____

SECRETARY